

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS

FRANKLIN KNOLLS SUBDIVISION NO. 3

This Second Amendment to Declaration of Restrictions (the “Second Amendment”) is made and executed on this ____ day of _____, 2025, by Briarcliff Homeowners Association (the “Association”), a Michigan nonprofit corporation, whose address is PO Box 250022, Novi, Michigan 48325, represented herein by _____, the President of the Association, who is duly authorized to act on behalf of the Association.

WITNESSETH:

WHEREAS, the Association is responsible for administering the original Declaration of Restrictions recorded on June 21, 1954, at Liber 3159, Page 523, Oakland County Records, as amended by the First Amendment to Declaration of Restrictions recorded on December 22, 1982, at Liber 8125, Page 520, Oakland County Records, which was re-recorded on May 12, 1982, at Liber 8182, Page 467, Oakland County Records, applicable to Franklin Knolls Subdivision No. 3 (the “Subdivision”), a subdivision established according to the plat thereof recorded at Liber 74, Pages 18 and 19 of Plats, Oakland County Records, and more particularly described on attached Exhibit A.

WHEREAS, according to the terms of Paragraph 1 of the Declaration of Restrictions, the building and use conditions, restrictions, covenants, agreements, and easements contained within the Declaration of Restrictions shall run with and bind the land up to and until January 1, 2004, at which time such conditions, restrictions, covenants, agreements, and easements shall automatically extend for successive periods of five (5) years unless a majority of the then owners of the lots agree to amend the Declaration of Restrictions; provided, however, that from the date of recording of the Declaration of Restrictions any of the provisions may be altered, changed, or modified by the written approval of not less than eighty (80%) percent of the owners lots the lots in the Subdivision..

WHEREAS, by this Second Amendment, the Association, with the consent and affirmative action of at least eighty (80%) percent of the owners of lots within the Subdivision in accordance with Paragraph 1 of the Declaration of Restrictions, as reflected by the signatures of the owners of such lots attached hereto as Exhibit B, hereby amends the Declaration of Restrictions.

WHEREAS, it is the purpose and intention of this Second Amendment that all lots included in the Subdivision that are subject to and encumbered by the Declaration of Restrictions

shall be held and conveyed subject to the conditions, restrictions, covenants, agreements, and easements contained in the Declaration of Restrictions, to establish a general plan of uniform restrictions in respect to the Subdivision, to secure to each lot owner of such lot full benefit and enjoyment of their home, and to preserve the general character of the Subdivision.

WHEREAS, the Association does hereby publish and declare and make known to all intending purchasers and future owners of the various lots comprising the Subdivision, to the same will and shall be used, held, and/or sold expressly subject to the following building and use conditions, restrictions, covenants, agreements, and easements which comprise the general plan for the improvement of the Subdivision and which shall be incorporated by reference in all deeds of conveyance of and contracts for the sale of said lots, and shall run with the land.

NOW, THEREFORE, the Association does, upon the recording of this Second Amendment, amend the Declaration of Restrictions as follows:

AMENDMENTS

1. **Paragraph 1 of the Declaration of Restrictions.** Paragraph 1 of the Declaration of Restrictions is hereby amended by deleting current Paragraph 1 and replacing it with new Paragraph 1, which states as follows:

This Declaration may be amended, changed, or added to at any time and from time to time upon the execution and recording of an instrument signed by the President of the Association certifying that the amendment stated in the instrument was adopted by a vote of at least two-thirds (2/3rds) of the votes of all owners in good standing.

2. **Paragraph 2(A) of the Declaration of Restrictions.** Paragraph 2(A) of the Declaration of Restrictions is hereby amended by deleting current Paragraph 2(A) and replacing it with new Paragraph 2(A), which states as follows:

2. A. Outlot "A" of the Subdivision may be used for the construction, operation, and maintenance of a water system thereon, which may supply water to all of the lots in the Subdivision and to property neighboring, adjoining, adjacent, and/or contiguous thereto. Said Outlot "A" may also be used as a private park(s), subject to the easement of Panhandle Eastern Pipeline Company.

In addition to the use of Outlot "A" as above-described, the residents of the Subdivision have a right to use Outlot "A" for recreational purposes, but under the

direction and control of Briarcliff Homeowners Association, a Michigan nonprofit corporation (the “Association”), its successors and assigns.

To assure adequate funds and support for the control and maintenance of Outlot “A” as aforesaid, every owner of a lot in the Subdivision shall be a member of the Association. Membership shall not be separated from ownership of any lot. Each member shall fully enjoy the privileges and fulfill the obligations of such membership as may from time to time be defined by the Bylaws of the Association, including the voting rights of the members.

3. **Paragraph 2(C) of the Declaration of Restrictions.** Paragraph 2(C) of the Declaration of Restrictions is hereby amended by adding new Paragraph 2(C), which states as follows:

C. No addition to or change or alteration to any dwelling or structure, except for alterations to the interior of a dwelling and to the Subdivision monuments and entrances, shall be made, nor shall any swimming pool, pool enclosure, fence, garden wall, patio screen, dog run, or similar devices, hot tubs, ponds, water gardens, and/or other structures be permitted until the plans and specifications thereof, before the start of construction, have first been submitted in writing to and approved by the Association. In approving any plans and specifications of the devices and/or structures mentioned above, the Association may consider the location and grade of all proposed buildings and structures and all applicable governmental regulations. The Association will approve such plans and specifications only upon its determination in its sole discretion that: (a) the size, height, shape and design of the Building or Structure and the materials to be used will harmonize with and are of a character similar to or compatible with the design and materials of other existing or proposed developments within the Subdivision; (b) the location of the building or structure and all improvements to be placed on the lot will not detract from the general character and development within the Subdivision; (c) such proposed building or structure will comply with all provisions of this Declaration of Restrictions; and (d) consideration of the grades and elevation of other buildings and structures existing and proposed, the drainage plan for the Subdivision and the existing contour of the land. All approvals given by the Association under this Declaration of Restrictions are revocable in the event of noncompliance with the conditions of such approval.

4. **Paragraph 2(D) of the Declaration of Restrictions.** Paragraph 2(D) of the Declaration of Restrictions is hereby amended by adding new Paragraph 2(D), which states as follows:

D. No immoral, noxious, improper, unlawful, or offensive activity will be carried on in any lot or on Outlot "A", nor will anything be done which may be or become an annoyance or a nuisance to the Members of the Association. No unreasonably noisy activity will be carried out in Outlot "A" or the lots, nor will speeding or other vehicular infractions be tolerated. No animals, devices, or things of any sort may be maintained on any lot whose normal activities or existence are in any way noxious, noisy, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the reasonable enjoyment of other lots in the Association. All municipal codes and ordinances pertaining to the use of Outlot "A" will be followed at all times.

5. **Paragraph 4(C) of the Declaration of Restrictions.** Paragraph 4(C) of the Declaration of Restrictions is hereby amended by deleting current Paragraph 4(C) and replacing it with new Paragraph 4(C), which states as follows:

C. For the purpose of this Paragraph 4(C), the term "lot" shall refer to any plot of land shown upon the recorded subdivision plat of the Subdivision, including any dwelling or structure constructed thereon. Owners leasing their lots before the effective date of this Second Amendment may continue leasing their lots so long as an approved lease is on file with the Association before the effective date of this Second Amendment. No owner may lease or sublease any lot without the Association's written approval after the effective date of this Second Amendment. The Association's approval will not be given if the leasing of a lot would result in any one (1) person or entity or their affiliates or commonly owned entities leasing more than one (1) lot at any given time. If a leased lot is transferred, no longer being leased or held out for lease, or vacant for more than six (6) months, then all rights to lease that lot will terminate, and no further leasing of the lot will take place without full compliance with this Paragraph. No owner will lease less than an entire lot in the Subdivision, and all leases must be for an initial term of not less than one (1) year and require the lessee to comply with the Declaration of Restrictions.

For purposes of this Paragraph 2(D), "lease" means any occupancy agreement, whether or not in writing or for rent or other consideration, where the owner does not occupy the lot or an immediate family member of the owner. The term "lease" includes, but is not limited to, an oral or written lease, an oral or written license, or

an occupancy or possessory arrangement facilitated by AirBnb, Booking.com, Expedia, FlipKey, HomeAway, Homestay, Hotels.com, House Trip, Priceline.com, Roomorama, Tripping.com, Trivago, VRBO, VayStays, or any other similar format, website, or online platform. The listing or advertisement of a Unit on one (1) of the formats, websites, or online platforms referenced in the preceding sentence is prohibited if the occupancy arrangement resulting from such listing or advertisement would violate the Declaration of Restrictions.

6. **Paragraph 4(D) of the Declaration of Restrictions.** Paragraph 4(D) of the Declaration of Restrictions is hereby amended by deleting current Paragraph 4(D) and replacing it with new Paragraph 4(D), which states as follows:

D. Temporary structures shall not be permitted on any lot or lots in the Subdivision without the written approval of the Association.

7. **Paragraph 4(G) of the Declaration of Restrictions.** Paragraph 4(G) of the Declaration of Restrictions is hereby amended by deleting current Paragraph 4(G) and replacing it with new Paragraph 4(G), which states as follows:

G. All buildings shall be finished with masonry veneer or a combination of masonry veneer and other finish materials equivalent in durability and architectural appeal to wood siding. Not less than thirty (30%) percent of the exterior surface shall be faced with masonry veneer unless authorized in writing by the Association.

8. **Paragraph 5 of the Declaration of Restrictions.** Paragraph 5 of the Declaration of Restrictions is hereby amended by deleting current Paragraph 5 and replacing it with new Paragraph 5, which states as follows:

ANIMALS

5. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, or other household pets may be kept, provided they do not become an annoyance or nuisance to the neighborhood. No owner shall be permitted to keep more than any combination of three (3) dogs and/or cats on their lot. Any animals must have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No savage or dangerous animal is allowed within the Subdivision. All dogs must be kept on a

leash while outside of a lot. Each owner shall be responsible for the immediate collection and proper disposal of all fecal matter deposited by any pet maintained by such owner. No dog that barks and can be heard on a frequent or continuing basis as to be a nuisance to other owners is permitted. Permitted animals must be housed within the confines of a residence.

9. **Paragraph 10 of the Declaration of Restrictions.** Paragraph 10 of the Declaration of Restrictions is hereby amended by deleting current Paragraph 10 and replacing it with new Paragraph 10, which states as follows:

SIGNS, FLAGS, AND FLAGPOLES

10. No sign of any kind, except for one (1) sign advertising a lot for sale or rent, shall be displayed to the public on any lot without the written approval of the Association. No sign, notice, pennant, banner, or flag may be displayed within a lot that contains profane or vulgar language. The flag of any country, including the flag of the United States of America, may not be flown or displayed upside down or otherwise altered. A flag of the United States of America shall be flown in accordance with the United States Flag Code, 4 USC § 5 et seq. No flag may be displayed that is larger than five (5') feet by eight (8') feet. The Association may adopt reasonable rules and regulations implementing reasonable time, place, and manner restrictions relating to signs, flags, or holiday decorations.

A flagpole not taller than twenty-five (25') feet in height may be installed, provided such flagpole complies with any applicable Township ordinance.

10. **Paragraph 15 of the Declaration of Restrictions.** Paragraph 15 of the Declaration of Restrictions is hereby amended by deleting current Paragraph 15 and replacing it with new Paragraph 15, which states as follows:

CREEKS AND DRAINAGE DITCHES

15. Natural creeks and/or drainage ditches now located in the Subdivision shall not be drained, filtered, altered, changed, damed, or widened without the express written approval of the Association.

11. **Paragraph 17 of the Declaration of Restrictions.** Paragraph 17 of the Declaration of Restrictions is hereby amended by deleting current Paragraph 17 and replacing it with new Paragraph 17, which states as follows:

ENFORCEMENT OF RESTRICTIONS

17. In the event of a default by an owner, lessee, tenant, non-owner resident, and/or guest in their compliance with any of the terms of this Declaration of Restrictions, the Association or owner(s), where appropriate, will be entitled to the following relief:

- A. Failure to comply with any of the terms or provisions of the Declaration of Restrictions is grounds for relief, which may include an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessments), or any such combination. Such relief may be sought by the Association or, if appropriate, by an aggrieved owner or owners.
- B. Failure of an owner and/or non-owner resident or guest to comply with the Declaration of Restrictions will entitle the Association to recover from such owner or non-owner resident or guest any reasonable pre-litigation attorney's fees and costs incurred in investigating and seeking legal advice concerning alleged or actual violations or obtaining their compliance with the Declaration of Restrictions. In addition, in any proceeding arising because of an alleged default by any owner or in cases where the Association must defend an action brought by any owner(s) or non-owner resident(s) or guest(s)—regardless if the claim is original or brought as a defense, a counterclaim, cross claim or otherwise—the Association, if successful, will be entitled to recover from such owner or non-owner resident or guest interest, fines, late fees, pre-litigation costs, the costs of the proceeding and reasonable attorney's fees—not limited to statutory fees and including attorney's fees and costs incurred pre-litigation, or incidental to any bankruptcy proceedings filed by the delinquent owner or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, and/or reasonable attorney's fees and costs incurred incidental to any State or Federal Court proceeding filed by the owner— and any and all advances for taxes or other liens or costs paid by the Association to protect its lien incurred in defense of any claim or obtaining compliance or relief. No owner is entitled to recover such attorney's fees or costs against the Association.

- C. The violation of any of the provisions of the Declaration of Restrictions will give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon Outlot "A" or onto any lot, where reasonably necessary, and summarily remove and abate, at the expense of the owner in violation, any Structure, thing or condition existing or maintained contrary to the provisions of the Declaration of Restrictions. The Association will have no liability to any owner arising out of its exercise of its removal and abatement power.
- D. The violation of any of the provisions of the Declaration of Restrictions by any owner is grounds for assessment by the Association, acting through its Board of Directors, of monetary fines for such violations in accordance with Paragraph 18 of this Declaration of Restrictions.
- E. The failure of the Association or of any owner to enforce any right, provision, covenant, or condition that the Declaration of Restrictions may grant does not constitute a waiver of the right of the Association or of any such owner to enforce such right, provision, covenant, or condition in the future.
- F. All rights, remedies, and privileges granted to the Association or any owner or owners pursuant to any terms, provisions, covenants, or conditions of the Declaration of Restrictions are deemed to be cumulative. The exercise of any one or more will not be deemed to constitute an election of remedies nor will it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.
- G. An owner may maintain an action against the Association to compel enforcement of the provisions of the Declaration of Restrictions and may maintain an action for injunctive relief or damages against any other owner for noncompliance with the Declaration of Restrictions. Even if successful, owners may not recover attorney's fees from the Association, but may recover such fees from another owner if successful in obtaining compliance with the Declaration of Restrictions.

12. **Paragraph 18 of the Declaration of Restrictions.** Paragraph 18 of the Declaration of Restrictions is hereby amended by adding new Paragraph 18, which states as follows:

FINES

18. The violation by any owner, occupant, or guest of any provisions of the Declaration of Restrictions, including any adopted rules and regulations, will be grounds for assessment by the Association, acting through its Board of Directors, of monetary fines against the defaulting owner. Such owner will be deemed responsible for such violations, whether they occur due to their personal actions or the actions of their family, guests, tenants, or any other person admitted through such owner to the Subdivision.

Upon any such violation being alleged by the Board of Directors, the following procedures will be followed:

- A. Notice of the violation, including the Declaration of Restrictions' provision(s) violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the owner on notice as to the violation, will be sent by first class mail, postage prepaid, or personally delivered to the representative of said owner at the address as shown in the notice required to be filed with the Association under the Bylaws; and, if no such notice has been filed with the Association, then to the lot(s) owned by the owner.
- B. The offending owner will be provided a scheduled hearing before the Board of Directors at which the owner may offer evidence in defense of the alleged violation. The hearing before the Board of Directors will be at its next scheduled meeting, but in no event will the owner be required to appear less than seven (7) days from the date of the notice.
- C. Upon appearance by the owner before the Board of Directors and presentation of evidence of defense, or in the event the owner fails to appear at the scheduled hearing, the Board of Directors will, by majority vote of a quorum of the Board of Directors, decide whether a violation has occurred. The Board of Directors' decision is final.
- D. Upon violation of any provisions of the Declaration and upon the decision of the Board of Directors as described in Paragraph 18(C) above, the following fines may be levied:

First Violation

No Fine Will Be Levied

Second Violation	\$50.00 Fine
Third Violation	\$100.00 Fine
Fourth and All Subsequent Violations	\$200.00 Fine

- E. The Board of Directors, without the necessity of an amendment to this Declaration of Restrictions, may make such changes in said fines or adopt alternative fines, including the indexing of such fines to the rate of inflation, in accordance with rules and regulations promulgated by the Board of Directors. For purposes of this Paragraph 18, the number of the violation (i.e., First, Second, etc.) is determined with respect to the number of times an owner violates the same provision of the Declaration of Restrictions as long as that owner may be an owner of lot or occupant of the Subdivision and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each successive week during which a violation continues. No further hearings other than the first hearing are required for successive violations once a violation has been found to exist. Nothing in this Paragraph 18 will be construed to prevent the Association from pursuing any other remedy under the Declaration of Restrictions for such violations or from combining a fine with any other remedy or requirement to redress any violation.
- F. The fines levied pursuant to Paragraph 18(D) above will be assessed against the owner and immediately due and payable. Failure to pay the fine will subject the owner to all liabilities set forth in the Declaration, including, without limitation, those described in Paragraph 17 and Paragraph 19 of this Declaration of Restrictions.

13. **Paragraph 19 of the Declaration of Restrictions.** Paragraph 19 of the Declaration of Restrictions is hereby amended by adding new Paragraph 19, which states as follows:

- A. Each member, by acceptance of a deed or land contract vendee's interest to their lot or other conveyance thereof, whether or not it will be so expressed in such deed or other conveyance, will be deemed to covenant and agree to pay to the Association all annual and additional dues or assessments and such other charges as set forth in the Association's Bylaws. All such assessments, together with interest, late fees, fines, costs, reasonable attorneys' fees incurred in the collection of such assessments (including attorney's fees and costs incurred incidental to any bankruptcy proceedings filed by any delinquent member or probate or estate matters, including

monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, and/or attorney's fees and costs incurred incidental to any State or Federal Court proceeding filed by a member) and advances for taxes or other liens or costs paid by the Association to protect its rights set forth herein, will be a charge on the member's lot and a continuing lien upon the lot against which each such Assessment is made and will also be the personal obligation of the owner of such lot at the time the Assessment fell due and all subsequent owners of such lot until paid in full.

B. The Association may use the assessments levied for the following purposes:

- (i) Promoting the recreation, health, welfare, and safety of the residents of the Subdivision, including the holding of social events;
- (ii) Improving, landscaping, and maintaining Outlot "A" and any improvements located thereon;
- (iii) Providing services and facilities for the benefit of residents of the Subdivision, including the water supply system and community-wide refuse services;
- (iv) Maintaining, beautifying, and improving the streets, walkways, rights-of-way, entrance ways, and other common improvements within the Subdivision, even if dedicated to the public (road maintenance will be limited to snow and ice removal and necessary patching);
- (v) Enforcing the Declaration of Restrictions, Association Bylaws, Articles of Incorporation, and Rules and Regulations;
- (vi) Discharging any taxes, insurance premiums, and mortgage installments, if any; and
- (vii) Any other purposes deemed to be in the Association's best interests by the Association's Board of Directors.

C. All annual and additional assessments will be made against each lot equally. The Board of Directors of the Association will propose an annual budget in

advance for each fiscal year, and such budget will project all expenses for the forthcoming year that may be required for the proper operation, management, and maintenance of the Subdivision and the Association, including a reasonable allowance for contingencies and reserves. Upon adoption of a proposed annual budget by the Board of Directors, copies of the budget will be delivered to each owner. The members may approve the proposed annual budget with the affirmative vote of two-thirds (2/3) of the members voting in person or by proxy at the annual meeting. If the proposed annual budget is not approved at the annual meeting, then the annual budget will be the most recent annual budget approved by two-thirds (2/3) of the members. An increase to the annual assessment or an additional assessment shall also be approved by two-thirds (2/3) of the members voting in person or by proxy at a meeting duly called for such purpose.

- D. The annual assessments and any additional assessments will be payable in annual or such other installments as determined by the Association's Board of Directors, commencing with acceptance of a deed to or a land contract vendee's interest in a lot, or with the acquisition of fee simple title to a lot by any other means. The common areas and all other property exempt from State and/or local taxation and dedicated for public use will be exempt from assessment.
- E. The payment of an assessment will be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment, which will be any date as may be established from time to time by the Board of Directors for such assessment. Assessments in default will bear interest at the rate of seven (7%) percent per annum, or the highest rate allowed by law, until paid in full, as well as a late fee of three (3%) percent of the assessment not paid to compensate the Association for administrative costs incurred as a result of the delinquency. All returned check fees will be charged to the member in the amount of \$35.00.

The Association may also accelerate any unpaid installments for the fiscal year remaining unpaid and those of any subsequent fiscal year into which the delinquency continues, which will become immediately due and payable in full. The Association may bring an action at law against the owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the lot on which the Assessments are unpaid, may foreclose the lien against the lot on

which the assessments are unpaid or may pursue one or more of such remedies at the same time or successively.

In addition to the rights of collection of assessments, any person(s) or entity acquiring title to or an interest in a lot as to which the assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sale, will not be entitled to occupancy of such lot or the enjoyment of Outlot "A" until all unpaid and delinquent assessments due and owing from the selling owner have been fully paid; provided, however, that the provisions of this sentence will not apply to mortgagees.

In addition to other remedies, the voting rights of any owner as a member of the Association whose assessments or charges are past due will be suspended, as will the owner's rights to run for or serve as a director or officer of the Association. Payments on account of assessments in default will be applied in the following order (from highest priority to least priority):

- (i) to costs of collection and enforcement of payment, including reasonable attorney's fees;
- (ii) to any interest, charges, fines, and late fees on such installments; and then
- (iii) to installments in default in order of their due dates.

An owner selling a lot will not be entitled to any refund whatsoever from the Association regarding any reserve account or other asset of the Association. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the Association and other parties to such actions.

Each owner and every other person who, from time to time, has any interest in the lot will be deemed to have authorized and empowered the Association to sell or cause to be sold the lot and improvements thereon with respect to which assessments are delinquent and to receive, hold and distribute the

proceeds of such sale in accordance with the priorities established by applicable law. Each owner acknowledges that at the time of acquiring title to such lot, they were notified of the provisions of this Paragraph and that they voluntarily, intelligently, and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same before the sale of the subject lot. The Association will have such other remedies for collection and enforcement of assessments as may be permitted by applicable law. All remedies are intended to be, and will be, cumulative.

- F. No owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of Outlot "A", abandonment of the right to use Outlot "A", or abandonment of their lot.
- G. Except for claims evidenced by a lien recorded before the recordation of a first mortgage, the lien of the assessments provided for in this Paragraph will be subordinate to the lien of any first mortgage; provided, however, that any such mortgage lender when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender, will hold title subject to the liability and lien of any assessment, or part thereof, attributable to the period commencing on the date of the foreclosure sale (or conveyance in lieu of foreclosure).
- H. Upon the written request of any owner, the Association will furnish, within ten (10) business days, a written certificate regarding the status of any assessments or other charges levied against the owner's lot. Any such certificate, when properly issued by the Association, will be conclusive and binding about the status of the assessments as between the Association and any bona fide purchaser of the lot described in the certificate and the lender who has taken a lien on the lot as security for the repayment of a loan.
- I. Upon the sale or conveyance of a lot, any unpaid assessments, interest, late fees, fines, costs and reasonable attorney's fees against the lot will be paid out of the net proceeds of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision of the State of

Michigan for taxes or special assessments due and unpaid and (b) payments due under first mortgages having priority to the unpaid assessments.

* * *

Except as set forth in this Second Amendment, the Declaration of Restrictions as recorded on June 21, 1954, at Liber 3159, Page 523, Oakland County Records, and as amended, remain in effect and are confirmed, ratified, and re-declared.

[Signature on following page]

This Second Amendment to Declaration of Restrictions is made and executed on the date set forth above and shall be effective upon recording with the Oakland County Register of Deeds.

Briarcliff Homeowners Association,
a Michigan nonprofit corporation

By: _____
_____, President

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this _____ day of _____, 2025, the foregoing Second Amendment to Declaration of Restrictions was acknowledged before me by _____, President of Briarcliff Homeowners Association, a Michigan nonprofit corporation, on behalf of and by authority of the corporation.

_____, Notary Public,
_____ County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

Drafted by and when recorded, return to:

Michael T. Pereira, Esq.
HIRZEL LAW, PLC
37085 Grand River Avenue, Suite 200
Farmington, Michigan 48335
(248) 478-1800

Exhibit A

Legal Description

The land embraced in the annexed plat of “Franklin Knolls No. 3,” part of the SE ¼ of Section 35, T2N, R9E, West Bloomfield Township, Oakland County, Michigan, is described as follows:

Commencing at the SE corner of Section 35, T2N, R9E, West Bloomfield Township, Oakland County, Michigan; thence S. 89°37'20" W. along the section line 1325.52 feet to the point of beginning; thence S. 89°37'20" W. along the section line 1000.00 feet; thence N. 00°19'40" W. 2493.20 feet; thence N. 89°40'00" E. 395.00 feet; thence N. 00°19'40" W. 20.00 feet; thence N. 89°40'00" E. 360.00 feet; thence N. 00°20'00" W. 140.00 feet; thence N. 89°49'00" E. 1304.35 feet; thence S. 00°21'40" E. 165.00 feet; thence N. 89°40'00" E. 265.00 feet to the section line; thence S. 00°21'40" E. along the section line 1562.05 feet; thence N. 89°47'20" W. 1325.90 feet; thence S. 00°19'40" E. 937.40 feet to the point of beginning. Containing 193 Lots, numbered 162 through 354, inclusive, and Outlot “A”.

Exhibit B

Owner Consents

DRAFT

**CONSENT TO
SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS**

Pursuant to Paragraph 1 of the Declaration of Restrictions as recorded on June 21, 1954, at Liber 3159, Page 523, Oakland County Records, the below-listed lot owners consent to the adoption of the Second Amendment to Declaration of Restrictions to which this Consent is attached:

Signature: _____ **Lot No.** _____

Printed Name: _____ **Street Address:** _____

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__ by _____.

_____, Notary Public
County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

Signature: _____ **Lot No.** _____

Printed Name: _____ **Street Address:** _____

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__ by _____.

_____, Notary Public
 _____ County, Michigan
 Acting in _____ County, Michigan
 My Commission Expires: _____

**CONSENT TO
SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS**

Pursuant to Paragraph 1 of the Declaration of Restrictions as recorded on June 21, 1954, at Liber 3159, Page 523, Oakland County Records, the below-listed lot owner consents to the adoption of the Second Amendment to Declaration of Restrictions to which this Consent is attached:

Signature: _____ **Lot No.** _____

Printed Name: _____ **Street Address:** _____

STATE OF MICHIGAN

)

) ss

COUNTY OF OAKLAND

)

The foregoing instrument was acknowledged before me this ____ day of _____,
202__ by _____.

_____, Notary Public
_____, County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____